

Jackson Co.

Teamsters #421 (Roads)

7/1/2006 6/30/2009

# AGREEMENT

between

JACKSON COUNTY, IOWA

and

GENERAL DRIVERS &  
HELPERS UNION LOCAL 421

July 1, 2006 – June 30, 2009

## AGREEMENT

This Agreement is entered into and made between Jackson County, Iowa and the General Drivers and Helpers Union, Local #421, affiliated with the International Brotherhood of Teamsters.

The County of Jackson is hereinafter referred to as "The Public Employer" and the General Drivers and Helpers Union, Local #421, is hereinafter referred to as "the Union."

### ARTICLE 1 - PURPOSE

#### 1.01. COLLECTIVE BARGAINING

The purpose of this agreement is to establish and maintain harmonious collective bargaining relations between the Employer and the Union, and to provide for the peaceful adjustment of any differences which may arise between them respecting the application of the articles of this agreement.

#### 1.02. EMPLOYEE GOOD FAITH

All employees covered hereby shall, in good faith, respect the provisions of this agreement and cooperate with the Employer and the Union in the enforcement of the terms hereof.

### ARTICLE 2 - RECOGNITION

#### 2.01. RECOGNITION OF UNION BY EMPLOYER

The Public Employer agrees to recognize the Union as the exclusive and sole bargaining agent in all matters pertaining to the wages and hours of employment for employees in the following employment classifications with the Jackson County Highway Department:

Equipment Operator I, Equipment Operator II, Equipment Operator III, Mechanic, Parts & Inventory Specialist, Sign Person, Engineering Instrument Person, and Engineering Inspector.

A secondary, add-on status of "Lead Person" may be assigned to a maximum of three employees: two in Maintenance and one in Engineering.

#### 2.02. DISCRIMINATION PROHIBITED

The Public Employer agrees that there shall be no discrimination against any employee because of nationality, age, race, sex, religious affiliation, disability, or membership past or present in any union.

### ARTICLE 3 - MANAGEMENT'S RIGHTS

#### 3.01. SCOPE OF MANAGEMENT RIGHTS

The Public Employer and its management, unless specifically modified by this agreement shall have, in addition to all powers, duties, and rights established by constitutional

provision, statute, ordinance charter, or special act, the exclusive power, duty and right to hire, suspend, discipline or status for just cause, direct the work, assign the work, to transfer, promote and demote, to increase or decrease the working force of Public Employee, take such actions as may be necessary to carry out the mission of the employer, initiate, prepare, certify, and administer the County budget, and further the County shall exercise all powers and duties granted to it by law.

#### 3.02. LIMITATIONS ON WORK BY NON-UNION PERSONNEL

Public employees, not in the bargaining unit, shall not perform work on any hourly rated job classification, if the result would be to displace an employee from the bargaining unit. But this would not prevent such work:

A. In the performance of necessary work when the work is temporary or emergencies are apparent and/or encountered; the bargaining unit employees are all already working or have been offered the work; and the work must be performed.

B. In emergencies, when regular employees are not and will not be available.

C. In the instruction and training of employees.

### **ARTICLE 4 - REPRESENTATION**

#### 4.01. RECOGNITION OF STEWARDS

The Public Employer shall recognize as stewards or committeemen representing the Union while employed by the County, only those employees who are officially designated in writing by the Union.

#### 4.02. UNION VISITATION PRIVILEGE

A representative of the Union not in the employment of the County shall be given permission, upon request to the County Engineer or his/her assistant, to visit working locations during working hours in order to investigate grievances and other Union matters relating to this Agreement.

#### 4.03. WRITTEN NOTIFICATION OF UNION REPRESENTATIVES

A written list of the names of stewards or designated representatives of the Union, employed by the County, shall be furnished to the Public Employer by the Union immediately after their designation and all changes in representation shall be given immediately to the Public Employer by the Union.

### **ARTICLE 5 - UNION MEMBERSHIP**

#### 5.01. DURATION OF MEMBERSHIP

All employees who are not a member at the signing of this Agreement, and who shall voluntarily elect to become a member of the Union at some time during the term of this Agreement, shall remain members in good standing during the life of this Agreement.

#### 5.02. EMPLOYEE'S OPTION TO JOIN

All employees covered by this Agreement with the exception of temporary part-time and

seasonal employees may be offered a choice after sixty-one (61) days of employment, either to join the Union or not join the Union.

#### 5.03. RIGHT TO WORK OPTION

Should a regular full-time employee choose not to join the Union after sixty-one (61) days of employment, the Union agrees not to apply direct or indirect pressure upon such employee to do so. There shall be no discrimination against any employee by the Union of the Employer or by another employee because of membership or non-membership in the Union or a related Union activity.

#### 5.04. COLLECTION OF DUES

During the term of this Agreement the Jackson County Highway Department agrees, after receipt of a proper "Authorization for Dues Check-Off" certified by the Financial Secretary of the Union, to deduct Union Dues from employee paychecks.

Such dues deducted shall be transmitted by the Jackson County Highway Department to the Financial Secretary of the Union.

It is understood and agreed to by the Jackson County Highway Department, the Union and the employees, that the dues check-off authorization may be terminated by the employee at any time by giving thirty (30) days written notice. (Reference, Code of Iowa, Chapter 20, Subsection 20.9 and Chapter 731, Subsection 731.5).

### **ARTICLE 6 - SAFETY AND HEALTH**

#### 6.01. REASONABLE PROVISION

The Public Employer shall continue to make all reasonable provisions for the safety and health of its employees.

#### 6.02. PROTECTIVE EQUIPMENT

Authorized protective equipment and other devices necessary to properly protect employees from injury and sickness shall be designated and provided by the Public Employer, and the use of such equipment and devices shall be mandatory.

#### 6.03. EMPLOYEE CONDUCT

The employees shall recognize their responsibility to conduct themselves in a manner that promotes safety, employee cooperation, good morale and good public image.

#### 6.04. CARE OF EQUIPMENT

It is recognized that employees are expected to exercise reasonable judgment in the care and use of all equipment including but not limited to safety equipment and vehicles used by County employees in the performance of their jobs.

### **ARTICLE 7 - STRIKES AND LOCKOUTS**

#### 7.01. STRIKES PROHIBITED

The Union agrees that it will comply with Sections 10 and 12 of Chapter 20, Code of

Iowa, "Iowa Public Employment Relations Act".

The Union further agrees to discourage employees in the bargaining unit from violating said sections and to discourage said employees from participating directly or indirectly in inducement of participation in any strike against the Employer, as provided in Section 3.6, such as "refusal in concerted action with others, to report to duty, or willful absence from their jobs, or stoppages of work, or abstinence in whole or in part from full, faithful and proper performance of their duties of employment, where the same is for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges or obligations of the public employment.

#### 7.02. LOCKOUTS PROHIBITED

The Public Employer agrees that there will be no lockout of its employees. It is understood and agreed that the term "lockout" does not include the shutdown or discontinuance of a part of, or all of, the Employer's operation or mission for business and budgetary reasons.

#### 7.03. IOWA PUBLIC EMPLOYMENT RELATIONS ACT

If the Union of a Public Employee covered by this Agreement violates any provision under Article 10, the Public Employer can seek relief under the provisions set forth of the Iowa Public Employment Relations Act.

### **ARTICLE 8 - PHYSICAL EXAMINATIONS**

#### 8.01. PHYSICAL EXAM PRIOR TO EMPLOYMENT

The Public Employer shall have the right at any time, to require any applicant for employment to submit to a physical and/or a medical examination by a licensed practitioner, from a list of licensed medical practitioners chosen by the County.

The Board of Supervisors shall have the right to approve or disapprove the employment of the applicant from the report of said complete physical examination. The cost for said complete physical examination shall be paid by the Public Employer.

#### 8.02. PHYSICAL EXAM OF REGULAR EMPLOYEE

The Public Employer shall have the right to require any employee who is thought to be ill or injured to submit to a physical and/or medical examination by a licensed medical practitioner from a list of licensed medical practitioners chosen by the County for the purpose of determining if the employee is physically fit to perform his/her normal duties. The cost of this examination shall be paid by the Public Employer.

In case of any dispute to the accuracy or findings, the employee may submit to an examination by a doctor of the employee's choosing and at the employee's expense.

#### 8.03. DISPUTE HANDLING

In the event of a dispute between the medical finding of the doctor selected by the Public Employer and the doctor selected by the employee, the Public Employer and the employee shall together select a third doctor within thirty (30) days and whose opinion

shall be final. Expenses of the third doctor to be shared equally by the Public Employer and the Union.

## **ARTICLE 9 - SENIORITY**

### **9.01. APPLICABILITY**

Seniority rights for all employees shall prevail under this Agreement, unless specifically noted otherwise in this Agreement.

### **9.02. SENIORITY ADMINISTRATION**

Employees shall acquire regular status and seniority after completing a six-month probationary period. The six-month probationary period may be reduced by the Board of Supervisors on the recommendation of the County Engineer.

Seniority, once the probationary period is completed, will be retroactive to the date of hire, and shall be considered that period of continuous employment by an employee, commencing with the date of employment.

If two or more employees are employed on the same date, then seniority shall be determined by alphabetical order, commencing with the last name first and then the first name.

The official seniority list is to be posted in the Engineer's office with a copy sent to the Union.

### **9.03. TEMPORARY EMPLOYEES**

Temporary employees, those employees employed less than the probationary period, part time employees, those employees regularly scheduled to work less than 30 hours per week, and summer students, those employees working 90 days or less, shall not acquire seniority rights.

### **9.04. EQUAL CONSIDERATION OF SENIORITY AND QUALIFICATIONS**

Promotions and transfers shall be made on the basis of employee seniority with equal consideration given to the employee qualification.

### **9.05. FORFEITURE OF SENIORITY**

The seniority of an employee shall be forfeited if:

- a) the employee is laid off and not re-employed within one (1) year;
- b) the employee leaves the employment of the Employer of the employee's own volition;
- c) the employee is terminated for cause, or
- d) if the employee, after having been laid off, fails to notify the Employer within five (5) days after delivery of notice by mail, of work to the employee whether or not the

employee will return to work, or

e) if the employee, after notifying the Employer that he/she will return to work, fails to return to work within five (5) calendar days from date of delivery of Employer's notice.

The Public Employer's notice shall be considered delivered if sent by registered or certified mail to employee's last known address on Employer's records.

An employee on layoff status who acquired work from another Employer shall forfeit his/her seniority and be subject to discharge if the employee refuses, within five (5) days after delivery of notice of work, Employer's offer of work.

No employee may refuse temporary work if he/she is unemployed.

#### 9.06. LAYOFFS

When layoffs are necessary, those employees with the least seniority will be laid off first, provided those employees retained are qualified to carry on the work or operation. When employees are recalled to work, those employees having the greatest seniority shall be recalled first, providing they are qualified to perform the work or operation.

### **ARTICLE 10 - JOB DESCRIPTIONS AND ASSIGNMENTS**

#### 10.01. JOB DESCRIPTIONS

The Public Employer will prepare and maintain, as needed, job descriptions for those job classifications covered by this Agreement.

#### 10.02. INCIDENTAL DUTIES / CHANGE OF CLASSIFICATION

It is fully understood by the parties that every incidental duty connected with the County operations and as enumerated in job descriptions is not always specifically described, and employees, at the discretion of the Public Employer may be required to perform duties not within their immediate job description.

Unless pre-qualified, an employee, if put in a higher wage classification for thirty (30) days or more, shall receive the higher rate of pay for that classification for the period of time spent in that classification after the thirty (30) day period, providing, however, that should a lower paying classification be assigned an employee, that employee shall not lose any wages or be lowered to a lower wage classification.

#### 10.03. PRE-QUALIFICATION LIST

An employee, if put in a higher wage classification which he or she has pre-qualified for, shall receive the higher rate of pay for that classification for the time spent in that classification, beginning with the first hour of work.

#### 10.04. EXTRA DUTY ASSIGNMENT

In the event that some employees are required to perform duties not specifically called out in their job descriptions, every effort will be made to assign such employees to related



work. However, nothing in this Agreement shall restrict or limit the ability of County management to assign work during certain situations.

#### 10.05. COMPLIANCE WITH INSTRUCTIONS

Nothing in a job description is intended or shall be construed so as to grant or concede to any employee or group of employees, the right to refuse to follow a lawful instruction or order.

#### 10.06. UNSATISFACTORY PERFORMANCE

An employee whose performance on his/her present job is unsatisfactory may be downgraded to a lower rated job without respect to seniority standing. However, the pay rate shall be changed to conform with the rate range for the new classification.

### **ARTICLE 11 - BULLETIN BOARD**

#### 11.01. PROVIDED BY THE EMPLOYER

The Public Employer shall provide three bulletin boards in mutually satisfactory places for official Union notices which shall apply to only County employees and for purposes of posting jobs.

#### 11.02. PERSONAL NOTICES REQUIRE APPROVAL

Employees desiring to place personal notices on the bulletin boards shall be required to seek and obtain approval from the County Engineer's office.

### **ARTICLE 12 - JOB POSTINGS AND PROMOTIONS**

#### 12.01. NOTIFICATION PROCEDURE

All openings of employment with the Public Employer that pertain to and are covered by this Agreement shall be posted on the bulletin boards.

Posting shall be at a conspicuous place so that all employees will receive notice of the vacancy in the job or position open.

All job openings covered by this Agreement shall be posted at least five (5) working days prior to seeking a person not currently employed by the Public Employer.

The most senior employee who is qualified and can satisfactorily perform the required work and who applies for the job opening will be given the position.

#### 12.02. PROMOTION CANCELLATION

If at any time before a promotion becomes permanent, the Employer determines that the employee lacks the qualifications for the promotion, they shall have the right to return the employee to the job from which employee was promoted without loss of seniority.

## **ARTICLE 13 - USE OF EQUIPMENT**

### **13.01. MANAGEMENT RIGHT TO HANDLE EQUIPMENT**

The management, foremen and supervisors, of the Public Employer, in accord with Article 3, Section 3.02, Paragraph A, shall retain the right to operate or assemble and disassemble any or all machines or equipment of the Company at any time for the purpose of research, development, safety testing, or during periods of emergency, such as snow storms, road washouts, and other natural disasters.

## **ARTICLE 14 - DISCIPLINE AND TERMINATION**

### **14.01. JUST CAUSE REQUIRED / RULES OF CONDUCT**

The Public Employer shall not discharge, suspend or give disciplinary layoff to any employee without just cause.

Further, it is recognized that for the benefit of employees and to protect the rights of the Employer, certain regulations must be observed by all employees.

Such Rules of Conduct are posted on the bulletin boards and will be provided to employees upon request to the County Engineer.

### **14.02. MANAGEMENT RIGHT TO DISCIPLINARY ACTION**

The Public Employer shall maintain the right to apply corrective discipline which will include the use of written warning, suspension and termination. Any violation of the Employer's Rules of Conduct may be sufficient cause for disciplinary action.

### **14.03. DISCIPLINARY NOTICES & ACTIONS**

The Public Employer shall give two (2) written warning notices of reprimand to the employee with copies of the complaint to the Union and a copy to be put into the employee's file.

For a third offense, a suspension of from one (1) to not more than five (5) days without pay may be levied.

For repeated violations, outright discharge may be levied. Three (3) warning notices within a one (1) year period will constitute a repeated violation.

All warning notices shall remain a part of the employee's record for a period not longer than one (1) year.

### **14.04. CAUSES FOR IMMEDIATE DISMISSAL**

No warning notice need be given to an employee before discharge providing the cause of discharge is for dishonesty, intoxication, drinking of alcoholic beverages on the job, destruction of County equipment or property, under the influence of an unlawful drug, unauthorized use of Employer's property or equipment.

#### 14.05. PROCEDURE FOR DISCHARGE

Discharge must be by written notice to the employee, with a copy to the Union. A discharged employee may request within five (5) days, a review of his discharge should such investigation prove that an injustice has been put on an employee, the employee will be reinstated without loss of benefits or wages.

### **ARTICLE 15 - GRIEVANCE PROCEDURE**

#### 15.01. GENERAL PROCEDURE

Any grievances and disputes pertaining to the violation of this Agreement should be handled in the following manner and sequence.

All grievance statements after Step 1 must be written and signed.

Grievances not filed within the prescribed time limits will be considered settled.

Failure by the Employer to observe time limits for any step of the grievance procedure shall advance the grievance to the next step.

#### 15.02. GRIEVANCE STEP NO. 1

Within five (5) working days of the alleged incident, an employee may initiate a verbal grievance with his/her immediate supervisor during regular working hours.

The employee must identify the conversation as a grievance in the initial meeting with his/her immediate supervisor. The union steward may be present if the employee desires. Within two (2) working days, the immediate supervisor will verbally notify the employee of his/her decision.

#### 15.03. GRIEVANCE STEP NO. 2

If the grievance is not resolved in Step 1, the employee or the Union shall reduce the grievance to writing and present the grievance to the County Engineer within fifteen (15) working days of the alleged incident.

The County Engineer shall answer the grievance in writing, a copy to the employee and a copy to the Union, within ten (10) working days following receipt of the grievance.

#### 15.04. GRIEVANCE STEP NO. 3

If the grievance is not resolved in Step 2, the employee or the Union may, within five (5) working days following the answer or non-answer by the County Engineer, submit the grievance to the County Board of Supervisors.

The County Board of Supervisors may, within fifteen (15) working days, reply in writing to the employee and to the Union of its decision.

#### 15.05. ARBITRATION

If, within fifteen (15) working days, the County Board of Supervisors fails to answer Step

3, the grievance may be submitted to arbitration as provided for in Section 22 of the Iowa Public Employment Relations Act.

The grievance to be arbitrated shall be submitted to an arbitrator mutually agreed upon by both the Union and the Employer.

The arbitrator shall not have the power to change or modify, in part or in whole, the terms or intent of the Agreement.

The decision of the arbitrator shall be binding and final, with all the expenses shared equally by both parties.

#### **ARTICLE 16 - PAY PERIOD**

##### **16.01. FREQUENCY OF PAYROLL**

The Public Employer agrees to issue paychecks to employees every two (2) weeks.

#### **ARTICLE 17 - LEAVE OF ABSENCE**

##### **17.01. REASONS FOR AUTHORIZATION**

Employees who have completed the sixty (60) day probationary period may be granted a leave of absence without pay or loss of seniority rights for any of the following reasons:

- A. Death or severe illness in the immediate family.
- B. Long term personal injury or illness, requiring medical attention.
- C. Compulsory service in the Armed Forces of the United States.
- D. Some other reasons, deemed justifiable by the County, provided that in each case written permission is obtained from the Employer before taking of such leave.

##### **17.02. MAXIMUM LEAVE PERIOD**

The maximum leave of absence, except in cases of long term illness or injury or required military service, shall be for thirty (30) days. Leave of absences may be extended for like periods providing the employee requests additional time in writing and received written permission from the Public Employer and from the Union.

##### **17.03. INJURY / ILLNESS LEAVE**

The maximum leave of absence for a long term illness or injury shall not exceed one (1) year.

Any employee who does not return, or overstay a leave of absence, or during that period of absence is gainfully employed by another, will be considered to have terminated his/her employment with the Employer, and if rehired, shall be considered a new employee and must meet and follow the requirements as a new employee.

## **ARTICLE 18 - MILITARY LEAVE**

### **18.01. MILITARY LEAVE PERIOD**

Full time employees of the Public Employer may be granted a military leave for a period of up to thirty (30) days with pay, as prescribed by Section 29A.28 of the Code of Iowa.

### **18.02. PREPARATION FOR MILITARY LEAVE**

If an employee desires to receive the employment rights and thirty (30) days pay when he/she is discharged from the military service, the employee must request a leave of absence without pay for the personal time needed to settle affairs prior to his/her induction into the military service.

### **18.03. INDUCTION STATEMENT REQUIRED**

In case of extended military leave, the employee should forward a statement to the County Engineer's office after the employee has been inducted for at least thirty (30) days. The statement must show the date on which the certificate is prepared, the date of induction, the name, rank, title, and address of the commanding officer signing the certificate.

### **18.04. DOCUMENTATION FOR SHORT PERIOD OF LEAVE**

In case of military leave of less than thirty (30) days, the employee must present a statement to the County Engineer's office at the termination of his military service. The statement must show the date it is prepared, date of induction, date of release from duty, name, rank, title and address of the commanding officer signing the certificate.

### **18.05. VACATION TIME**

Any vacation earned by an employee must be taken before induction into military service. Vacation earned and not used will be granted to the employee upon his/her return from military service.

### **18.06. RESTORATION OF RIGHTS & PRIVILEGES UPON RETURN**

Any employee wishing to return to work for the Public Employer after completion of his/her military service will be granted all rights afforded him by the Universal Military Training and Services Act.

## **ARTICLE 19 - RULES AND REGULATIONS**

### **19.01. INTOXICATION NOT PERMITTED**

Reporting for work under the influence of, or the proven use of alcoholic beverages or unlawful narcotics or drugs during working hours will not be permitted.

### **19.02. UNAUTHORIZED USE OF EQUIPMENT NOT PERMITTED**

Unauthorized use or removal of County equipment, material or supplies will not be permitted.

#### 19.03. TIMESHEET FALSIFICATION NOT PERMITTED

Fraudulent use or recording of sick leave, vacation or work time will not be permitted.

#### 19.04. BRIBES, KICKBACKS, REBATES

Any employee who accepts payment in any form from any citizen, contractor, or supplier for service performed or rendered by the employee or for purchases made by the County shall be subject to disciplinary action and/or discharge.

#### 19.05. UNAUTHORIZED ABSENCES

The employee's immediate supervisor shall be notified before any absence from work is authorized. One day absence without written authorization will not be paid under any authorized leave plan. Two days absence without written authorization shall be considered an automatic resignation.

#### 19.06. PERSONAL APPEARANCE

All employees shall be neat, clean, shaved and properly dressed in accordance with their position.

#### 19.07. TARDINESS

All employees shall start work promptly - tardiness will not be tolerated, and repeated tardiness will result in disciplinary action.

#### 19.08. COMMERCIAL DRIVERS LICENSE

All employees (except Engineering Dept. staff), shall obtain and keep valid an Iowa Commercial Driver's license and be qualified for Air Brakes. Failure to keep a valid CDL with tractor-trailer and air brake certification or current employees with grandfathered in CDL classification, such failure resulting from operating while intoxicated or test refusal under Iowa's implied consent laws, will result in a suspension for up to 12 months for first offense. Employee will be placed on unpaid suspension with no benefits until a valid CDL with tractor-trailer and air brake certification is obtained. Failure to obtain such a license within 2 weeks following the 12 month suspension shall result in permanent termination of employment.

A second offense of failure to maintain a valid CDL with tractor-trailer and air brake certification or grandfathered in CDL classification will result in immediate termination of employment.

An employee on unpaid 12 month suspension may apply for other county jobs at the offered rate of pay, having no preferential standing as an applicant, and may return to the suspended position at the end of the suspension period, if desired. Seniority will not accrue during suspension.

#### 19.09. TELEPHONE REQUIRED

All employees must have an active telephone at their normal place of residence and must keep the County informed of any changes in their phone numbers or address.

#### 19.10. PURCHASE ORDER AUTHORIZATION

Only those employees authorized in writing by the County Engineer shall be allowed to write or authorize purchase requisitions for material or supplies.

#### 19.11. CARE OF TOOLS AND EQUIPMENT

All employees are directly responsible for all tools, materials, and equipment used or assigned to them to use in the performance of their jobs.

If any employee has three (3) vehicular accidents (chargeable) within a one (1) year period, he/she shall be required to pay for any damages in the third (3rd) accident and or shall be dismissed from employment with the County.

#### 19.12 EMPLOYEE / SUPERVISOR BEHAVIOR

Insubordination to fellow workers, supervisors, superiors, and the general public will not be tolerated.

The use of profanity or derogatory remarks to employees by supervisory personnel will not be tolerated.

#### 19.13. REFUSAL TO FOLLOW INSTRUCTIONS

The refusal to obey or follow any reasonable lawful order of any superior will not be tolerated and will result in disciplinary action.

#### 19.14. PERSONAL TRANSPORTATION TO/FROM WORK

All employees below Foreman classification shall furnish their own transportation to and from assigned stations, except transportation will be furnished for Hydraulic Excavator Operators only.

#### 19.15. ON CALL WORK AVAILABILITY

All employees are subject to a twenty-four (24) hour on call work schedule.

#### 19.16. COFFEE BREAKS

All employees shall carry their own coffee and shall not go to any commercial establishments during working hours or rest periods. Privately owned coffee pots and supplies are allowed in the office and shop.

#### 19.17. PERSONAL BUSINESS WITH VEHICLES NOT PERMITTED

The use of County owned vehicles by employees for personal business will not be tolerated. All County owned vehicles except those authorized to be kept by employees must be returned daily for housing overnight on the County Yards. Violators of the above rules will be subject to disciplinary measures.

#### 19.18. VOLUNTARY TERMINATION PROCEDURE

Employees terminating their employment with the Employer must give a two (2) week notice prior to the date of departure. Employees who quit without giving ten (10)

working days written notice or employees who are discharged for just cause, shall forfeit their vacation pay. The ten (10) working days shall not include vacation days or time away from the job.

## **ARTICLE 20 - HOLDING AND CAMPAIGNING - PUBLIC OFFICES**

### **20.01. CAMPAIGNING NOT PERMITTED DURING REGULAR WORKING HOURS**

Any employee who is a candidate for a public office will not in any manner or way, campaign for any public office during his/her working hours as an employee of the County.

### **20.02 EMPLOYEE MAY NOT SIMULTANEOUSLY HOLD COUNTY OFFICE**

Public employees may not hold a public office with the county and be an active employee of the County.

### **20.03. UNPAID LEAVE OF ABSENCE FOR PUBLIC OFFICE**

The Board of Supervisors shall grant without loss of seniority and benefits an unpaid leave of absence for an employee who wishes to campaign or is voted into or appointed for a public office.

## **ARTICLE 21 - FAMILY MEDICAL LEAVE ACT (F.M.L.A.)**

The terms and conditions of the Family Medical Leave Act (F.M.L.A.) shall apply to employees covered by this agreement.

## **ARTICLE 22 - JURY DUTY**

### **22.01. GENERAL RULES**

In the event an employee is subpoenaed or summoned for jury duty, he/she shall receive full pay equal to his normal work schedule, less any compensation paid to him/her for his/her services as a juror, for the hours required to perform such duty.

Employees who perform jury duty for only a portion of a regular scheduled work day are expected to report to work when excused or released by the Court.

### **22.02. DUTY TO NOTIFY SUPERVISOR**

If an employee is called for jury duty, he/she shall promptly notify his/her immediate supervisor so that arrangements may be made for his/her absence from work.

### **22.03. DOCUMENTATION OF JURY DUTY REQUIRED**

Employees must present in writing, proof of service as a juror and the amount of compensation received for performing jury duty.



## **ARTICLE 23 - SICK LEAVE AND FUNERAL LEAVE**

### **A. SICK LEAVE**

#### **23.01. REPORTING SICK LEAVE**

Any illness must be reported to the Foreman no later than the starting time for that day

#### **23.02. SICK LEAVE TIME ACCRUAL**

All employees covered by this Agreement shall accrue sick leave at the rate of two (2) days per month for each full month of service.

#### **23.03. MAXIMUM SICK LEAVE**

Maximum accumulation: Effective 7-1-06, sick leave credits shall be accumulated to a maximum of 105 days. Effective 7-1-07, the sick leave accumulation shall be increased to 105 days. Effective 7-1-08, the sick leave accumulation shall be increased to 110 days.

#### **23.04. SICK LEAVE PRIVILEGES**

Use of sick leave is a privilege that may be granted or denied by the department. Unless the privilege is abused, sick leave will be granted in case of:

A. Illness or injury of the employee causing absence from work.

B. Acute need on the part of the employee for medical and dental care.

C. Medical or dental care for the employee which cannot be deferred until, or obtained after working hours or on a Saturday. Sick leave may not be used on a day when the employee actually works nine (9) hours or more.

D. Illness of a member of the employee's immediate family: Spouse only - except by prior approval from the Engineer's office.

#### **23.05. SICK LEAVE DURING HOLIDAY**

An employee who is on sick leave that extends through a holiday period shall not be charged for a day or days of sick leave for the holiday period.

#### **23.06. MEDICAL EXAM MAY BE REQUIRED**

In order to qualify for sick leave benefit payments beyond three (3) working days, an employee may be required to submit a licensed doctor's certificate. Failure of employee to submit such certificate when deemed necessary by the County Engineer shall bar the employee from any sick leave benefits to which he/she may be entitled to under the terms of the contract.

#### **23.07 NOTIFYING IMMEDIATE SUPERVISOR OF RETURN TO DUTY STATUS FROM ILLNESS OR INJURY (NON WORK RELATED)**

The employee shall be responsible for informing the Road Superintendent or County Engineer of the employee's status or date that a licensed physician has released the

employee to return to full duty from a non-work related accident, injury or illness. If the employee is under Doctor's care the employee must present a written release form from a licensed physician stating the employee is to report and provide the written release to the immediate supervisor, Road Superintendent, or County Engineer prior to returning to work. It shall not be considered proper notification to call any other employee within any other department of the Public Employer to report work status, or the release to return to duty. Failure to promptly and properly report to the Road Superintendent or County Engineer shall be subject to disciplinary action.

#### 23.08. HOLIDAY CREDIT FOR UNUSED SICK LEAVE

All employees covered by this Agreement who do not utilize sick leave during any calendar month shall be entitled to two (2) hours additional floating holiday. Employees may accumulate these days and turn them in the last pay period prior to Christmas for wages.

#### B. FUNERAL LEAVE

##### 23.09. GENERAL RULES

An employee may be granted a maximum of three (3) days paid leave of absence for a death in the immediate family.

Normally, immediate family will consist of husband, wife, son, daughter, mother, father, sister, brother, mother in law, father in law, grandfather and grandmother.

An employee may be granted a half-day paid leave to attend the funeral of a friend or relative, or he/she may be granted a full day with prior approval of the Engineer's office.

All full day shall be allowed if acting as a pallbearer.

### **ARTICLE 24 - INJURY LEAVE**

#### 24.01. PROCEDURE

When a regular employee of the County sustains a personal injury or illness arising out of the course of his or her employment, the employee may, for the first three working days of total disability following injury, use earned sick leave credits.

If the injury leave continues beyond the third day, no additional sick leave can be used, and the total compensation will be the workers' compensation check.

The Employer will continue to pay the rate for health care insurance as outlined in Article 28.05.

#### NOTIFYING IMMEDIATE SUPERVISOR OF RETURN TO DUTY STATUS FROM INJURY

The employee shall be responsible for informing the Road Superintendent or County Engineer of the employee's status or date that a Licensed Physician has release the

employee to return to full duty. The employee must present a written release from a Licensed Physician stating the employee is released to return to full duty and note the date the employee is to return to full duty. The employee is to report and provide the written release to the immediate Supervisor, Road Superintendent or County Engineer prior to returning to work. It shall not be considered proper notification to call any other employee within any other department of the Public Employer to report work status, or the release to return to duty. Failure to promptly report to the Road Superintendent or County Engineer shall be subject to disciplinary action.

## **ARTICLE 25 - HOURS OF WORK**

### **25.01. STANDARD WORK WEEK**

The standard work week for all employees covered by this Agreement shall start at 12:01 A.M. on Sunday and end at 12:00 P.M. on Saturday evening.

The standard work week for all employees shall consist of five (5) working days normally started on Monday and ending on Friday of each week.

Each working day will start at 7:00 A.M. and end at 3:30 P.M., and will consist of eight (8) hours with one (1) 15-minute rest period in the morning to be taken between 9:30 A.M. and 10:00 A.M. and one (1) 15-minute rest period in the afternoon, and a 30-minute lunch break.

Each week will consist of forty (40) hours of paid time. During temporary periods, when road conditions or weather conditions may require, more than eight (8) hours per day and more than forty (40) hours per week may be worked. This is not to be interpreted as a guarantee of a forty (40) hour work week.

### **25.02. 4-DAY / 10-HOUR WORK WEEK OPTION**

The Employer may direct or give approval to any or all employees changing to a four (4) day work week between April 15th and October 15th of each year.

Under a four day week, employees would work the following schedule: Each working day will start at 6:00 A.M. and end at 4:30 P.M., and will consist of ten (10) hours, with one (1) 15 minute rest period in the morning to be taken between 9:30 A.M. and 10:00 A.M., and one (1) 15-minute rest period in the afternoon, and a 30-minute lunch break to be taken between 11:30 A.M. and 12:00 Noon.

Each week will consist of forty (40) hours of paid time.

When working a ten (10) hour day, four (4) days a week, days unused under Articles 22-Jury Duty, 23A-Sick Leave, 23B-Funeral Leave, 27-Vacation, and 29-Holidays, will be paid for at ten (10) hours per day.

#### 25.03. NOTIFICATION REQUIRED FOR CHANGE

When and if work schedules require permanent modification or change, the Union will receive, in writing, two weeks prior notice of said change. Employees affected by change in work schedule will receive one (1) week written advance notice of said change.

#### 25.04. OVERTIME

Overtime authorized by the County Engineer, Maintenance Superintendent or Foreman, will be paid at one and one-half (1 1/2) times the employee's current hourly rate of pay, for all hours worked over forty (40) hours, in any one standard week.

Holidays from Article 29.01, Vacation Article 27, Sick Leave from Article 23, and Funeral Leave Article 23.08, will be included as time worked in the forty (40) hours.

Employees who work on any of the holidays listed in Section 29.01 of this agreement shall be paid two (2) times their regular rate of pay, in addition to any holiday pay received.

#### 25.05. OVERTIME NOT GUARANTEED

The County reserves the right to require the employees covered by this Agreement to work overtime only as needed and authorized by the County Engineer or his representative.

#### 25.06. MINIMUM HOURS WHEN WORK IS HALTED

Employees who have reported to work, and are unable to perform their work because of weather problems or equipment breakdown or other related problems beyond the control of the County, may be sent home and paid for actual time spent at work location or two (2) hours paid time, whichever is greater.

#### 25.07. TRAVEL BETWEEN SHOP & WORKSITE

Employee's travel time to and from the job site or location shall be considered as part of the eight (8) hour working day, providing the employee reports to County owned maintenance shed or meeting location to pick up the equipment needed on the job site or location.

#### 25.08. PERSONAL USE OF EQUIPMENT NOT PERMITTED

Employees may not use the Employer's equipment for personal use, such as travel to or from restaurants, home or other locations for coffee or lunch or to pick up any personal items.

### **ARTICLE 26 - CALL IN PAY**

#### 26.01. MINIMUM HOURS WHEN CALLED IN OUTSIDE REGULAR WORKDAY

In the event that the Public Employer notifies an employee of the necessity of reporting back for work at a time other than the normally scheduled work period, the employee shall receive two (2) hours of work or two (2) hours of pay at his/her current hourly rate provided he/she does not leave sooner of his/her own accord.

#### 26.02. ACTUAL HOURS GOVERN

If an employee works more than two (2) hours in a call back status, he/she shall be paid for the actual hours worked at his/her current hourly rate.

### **ARTICLE 27 - VACATION**

#### 27.01. GENERAL RULES

Employees, except seasonal and part time, shall be granted an annual paid vacation for the period specified below, based on the following service requirements:

A. After satisfactory completion of one year employment, one week vacation will be allowed.

B. After satisfactory completion of two years continued employment, two weeks paid vacation will be allowed.

C. After satisfactory completion of ten or more years of continuous employment, three weeks paid vacation will be allowed.

D. After satisfactory completion of twenty or more years of continuous employment, four weeks of paid vacation will be allowed.

#### 27.02. NO VACATION DURING FIRST YEAR

No vacation shall be granted during the first year of service but upon satisfactory completion of said period, following the employee's anniversary date of employment, vacation shall accrue to the employee for a full year.

#### 27.03. DETERMINING YEARS OF SERVICE

Time of layoffs, suspension, or leave without pay shall not be counted in determining continuous service. Vacation granted in any given year shall be earned in the previous year.

#### 27.04. LIMIT ON NUMBER OF SIMULTANEOUS VACATIONS

The Public Employer shall determine the number of employees that may be on vacation at any one time.

Any vacation earned may be taken a half-day at a time with 24 hours notice to the foreman.

No employee may take more than two (2) weeks at any one time without prior written approval from the county Engineer or his authorized representative.

Seniority rights shall prevail.

It is the county's established policy that employees take their vacations. If the County

should ask an employee to forgo his/her vacation due to manpower or weather problems, such employee will be given vacation pay in lieu of vacation.

#### 27.05. HOLIDAY NOT VACATION

Any employee who is on vacation that extends through a holiday period shall not be charged for a day or days of vacation for the holiday period.

#### 27.06. DISPOSITION OF UNUSED VACATION TIME

In case of death of an employee or forced retirement, any vacation earned will be paid on a pro-rata basis at regular rate of pay at time of termination or death. All other employees will be paid on a pro-rata basis except for being fired for just cause.

### **ARTICLE 28 - INSURANCE**

#### 28.01. INSURANCE CONTRIBUTION

The Public Employer agrees to provide the employees with health insurance benefits at a cost not to exceed eighty percent (80%) of the total weekly contributions. The Employer agrees that it will remit the entire weekly contribution, then deduct twenty percent (20%) from each covered employee via payroll deduction.

#### 28.02. INSURANCE PROGRAM

Effective March 23, 2006, the Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund, C-4 Plan, which is to be administered jointly by the parties, the sum of \$207.70 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective March 25, 2007, the Employer shall contribute to the Central States Southeast and Southwest Areas Health and Welfare Fund, C-4 Plan, which is to be administered jointly by the parties, the sum (not to exceed) \$231.70 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective March 23, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund, C-4 Plan, which is to be administered jointly by the parties, the sum of (not to exceed) \$252.70 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

If the actual amount required by Central States is less than the negotiated rates listed above, the Employer will only be required to pay the rate necessary to maintain Central States C-4 benefits.

#### 28.03. DURATION OF COUNTY CONTRIBUTION

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund and Employers who may subsequently begin to make payments to such Fund, shall continue to make such payments for the life of this Agreement.

#### 28.04. UNION AUTHORIZED TO MANAGE INSURANCE PROGRAM

By the execution of this Agreement, the Employer authorizes the Employers Association which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer trustees under such

Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

#### 28.05. CONTINUATION OF COVERAGE

If an employee is absent because of illness and notifies the Employer of such absence, the Employer shall continue to make the required contributions, as outlined in Article 28.02, until the employee's sick leave accumulation is used up.

If an employee is injured on the job, the Employer shall continue to pay the required contributions (as outlined in Article 28.02) until such employee is released by the doctor to return to work, or for a period of forty (40) weeks or until such time as the employee is classified as totally disabled, whichever comes first.

If the injury leave extends beyond forty (40) weeks, during which time the employee may continue coverage by making the required monthly contribution himself.

#### 28.06. DELINQUENT CONTRIBUTIONS

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collections. Any employee may make arrangements with the Union to keep his/her insurance in force during the time he/she is laid off.

#### HEALTH INSURANCE PAYMENTS UPON RETIREMENT

The first three (3) years following bona fide retirement, an employee retaining retirement benefits under the C-4 Plan shall be eligible for reimbursement of 80% of the cost of a single policy under the County health insurance plan, currently with Wellmark Blue Cross/ Blue Shield up to a maximum pay out of \$5000.00 per year.

### **ARTICLE 29 - HOLIDAYS**

#### 29.01. OFFICIAL HOLIDAYS

The following days shall be observed as paid holidays for all regular full time employees: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and four (4) personal floating holidays.

#### 29.02. HOLIDAY ELIGIBILITY

All regular full time employees are eligible for holiday pay of eight (8) hours straight time, providing the employee has worked the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless such employee shall have been

excused by his/her immediate supervisor.

#### 29.03. WEEKEND HOLIDAY OBSERVANCE

If a holiday falls on a Saturday, it shall be observed the preceding Friday. If a holiday

falls on a Sunday, it shall be observed the following Monday.

However, double-time pay for working a holiday, as stated in Section 25.04 of this Agreement, will not be paid if an employee works on the observed day (Friday/Monday), but rather, will be paid on the actual holiday, itself.

#### 29.04. VACATION DURING HOLIDAY

If a holiday is observed during an employee's vacation, the employee's vacation time may be extended for a period of one (1) day, or a vacation day may be taken at a later date, provided approval in writing from the employee's immediate supervisor has been received prior to the employee's vacation.

#### 29.05. NEED TO MAINTAIN CONTACT

In case of bad or emergency weather or storm conditions, it will be the duty of each employee, unless he/she is on sick leave, vacation, or out of town, to keep his/her immediate supervisor or foreman informed of his/her location.

### **ARTICLE 30 - WAGE ADMINISTRATION**

#### 30.01. PAY RATE FOR NEW EMPLOYEES

All new employees will be hired at a rate of \$.24 per hour below established rate for his/her job classification as outlined in Appendix A.

#### 30.02. PROBATIONARY PERIOD

Upon completion of the probationary period of six months, an employee's performance shall be appraised in writing by his/her supervisor. Should the employee's performance warrant an increase, the foreman will seek approval, and, if approved, a wage adjustment will be made. It is recognized that work habits, performance, ability to get along with others, and not time alone shall constitute the basis for a wage progression within the range.

#### 30.03. NEW EMPLOYEE PAY INCREMENTS

Any employee whose starting wage is set in Article 30.01 will receive a \$.12 per hour increase at six (6) months intervals from original date of employment until the basic rate for his/her job classification is reached.

#### 30.04. WHEN WAGE CHANGE EFFECTIVE

However, all wage changes shall become effective beginning with the first pay period following the granting of a wage increase.



### 30.05. TEMPORARY & PART TIME EMPLOYEES

Seasonal employees, temporary and part time, shall be paid the Federal minimum wage rate the first season of employment and for each season they work thereafter they shall receive an additional ten cents (\$.10) per hour until the maximum wage rate is reached.

### 30.06. JOB CLASSIFICATIONS

Classification descriptions included in appendix B in this Agreement are for the purpose of identifying general job duties and are not intended to be all-inclusive of duties relating to that job.

## **ARTICLE 31 - COMPLETE AGREEMENT**

31.01. AGREEMENT SUPERSEDES ALL OTHER WRITTEN AND ORAL DISCUSSIONS. Both parties acknowledge that, during the negotiations which resulted in this Agreement, each party had the right and opportunity to make or change proposals and articles with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by both parties after the exercise of such rights and opportunities are set forth in this Agreement.

31.02. NO RENEGOTIATION FOR DURATION OF AGREEMENT. The County of Jackson and the General Drivers and Helpers Union, Local 421, agree that for the duration of this Agreement that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or any matter or subject not covered by this Agreement, even though such subject matter may or may not have been acknowledged or contemplated by either or both parties at the time this Agreement was negotiated.

## **ARTICLE 32 - DURATION OF AGREEMENT**

32.01. TIME PERIOD. This Agreement shall be effective as of July 1, 2006, and shall remain in full force and effect until its expiration date, June 30, 2009.

WRITTEN NOTICE REQUIRED TO PROPOSE CHANGES. Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days and not more than ninety (90) days before the expiration date of the Agreement.

This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

### 32.04. AGREEMENT REMAINS VALID EVEN IF SECTION(S) VOIDED BY LAW

In the event any clause or provision of this Agreement is declared invalid by reason or any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, the remaining portions and provisions shall not be declared invalid and they shall remain in full force and effect.

32.05. ACKNOWLEDGMENT

In witness thereof, this Agreement has been agreed to and executed by both parties on this 9th day of March, 2006.

FOR JACKSON COUNTY, IOWA

By: J. C. Engel  
Chairman, County Board of Supervisors

By: Charles A. Schly  
County Engineer

FOR GENERAL DRIVERS &  
HELPERS UNION, LOCAL 421

By: John A. Smith  
Vice-President, Local 421

## APPENDIX A

### WAGE SCHEDULE

| CLASSIFICATION           | 07-01-2006 | 07-01-2007 | 07-01-2008 |
|--------------------------|------------|------------|------------|
| Equipment Operator I     |            |            |            |
| Equipment Operator II    |            |            |            |
| Parts & Inventory Spclst | \$15.59    | \$16.29    | \$16.99    |
| Sign Person              |            |            |            |
| Engineering Inspectors   |            |            |            |
| Engineering Inst. Person |            |            |            |
| Equipment Operator III   | \$15.99    | \$16.69    | \$17.39    |
| Mechanic                 |            |            |            |

Lead Person: Three will be designated:

- a) 1 for Shops 1, 2, 3 and 4
- b) 1 for Shops 9, 10, and 11
- c) Engineering Inst. person.

The Engineering Inst. person will have Lead Person status only with regard to the survey crew - he/she will not be authorized to direct maintenance operations.

Each Lead Person shall receive the base pay of their regular employment category plus \$0.65 per hour additional.

### LONGEVITY.

Effective July 1, 2007 employees will be entitled to the following Longevity payment if eligible.

Employees with 10 years of service will receive \$0.05 per hour in addition to their regular rate of pay.

Employees with 20 years of service will receive \$0.10 per hour in addition to their regular rate of pay.

## APPENDIX B

### PERSONNEL POLICY

The policies and procedures outlined in the Jackson County Personnel Policy shall apply to all members of the General Drivers and Helpers Union, Local No. 421 with the exception of the articles listed below.

The Personnel Policy shall denote the exceptions and will refer members of the General Drivers and Helpers Union to the union contract for the specific language that applies to them.

The exclusions include:

1. Health Insurance
2. Disciplinary Action
3. Initial Employment and Advancement in Classification
4. Employment Status
5. Grievances
6. Hours of Employment
7. Job Description and performance Evaluations
8. Sick Leave
9. Payroll
10. Termination

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